

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WHITEHOUSE CONDOMINIUM
GROUP, LLC,

Plaintiff,

vs.

Case No. 12-cv-14924
HON. GERSHWIN A. DRAIN

THE CINCINNATI INSURANCE COMPANY,

Defendant.

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**ORDER DENYING DEFENDANT CINCINNATI INSURANCE COMPANY'S MOTION
FOR RECONSIDERATION [#15]**

On July 29, 2013, this Court entered an Order granting Plaintiff's Motion for Summary Judgment and Denying Defendant's Motion for Summary Judgment. *See* Dkt. No. 13. The Court's Order found that the actual cash value of the subject property includes a deduction for functional obsolescence rather than for functional and economic obsolescence. In the present motion, Defendant requests that the Court reconsider its decision concluding that the term obsolescence does not include economic obsolescence.

Motions for Reconsideration are governed by Local Rule 7.1(g)(3) of the Local Rules of the United States District Court for the Eastern District of Michigan, which provides:

[M]otions for rehearing or reconsideration which merely present the same issues ruled upon by the court, either expressly or by reasonable implication, shall not be granted. The movant shall not only demonstrate a palpable defect by which the court and the

parties have been misled but also show that a different disposition of the case must result from a correction thereof.

E.D. Mich. L.R. 7.1(g)(3). Here, Defendant merely re-raises the same arguments already considered and rejected by this Court. Defendant identifies no palpable defect by which this Court has been misled, the correction of which will result in a different disposition of this Court's July 29, 2013 Order granting Plaintiff's Motion for Summary Judgment and Denying Defendant's Motion for Summary Judgment. Accordingly, Defendant's Motion for Reconsideration [#15] is DENIED.

SO ORDERED.

Dated: September 9, 2013

/s/Gerswhin A Drain
GERSHWIN A. DRAIN
UNITED STATES DISTRICT JUDGE